

ROAD PAVING AND SURFACE APPLICATION CONTRACT

THIS AGREEMENT made as of the ____ day of _____, 20____ by and between the Town of Spencer, a municipal corporation authorized and existing under the laws of the State of Indiana, by and through its President, Michael Spinks, (hereinafter referred to as “Town”), and Milestone Contractors, L.P., a corporation authorized and existing under the laws of the State of Indiana. (hereinafter called “Contractor”)

In consideration of the mutual promises and covenants contained in this Agreement, the sufficiency of which consideration is hereby acknowledged, the parties now agree as follows:

1. Scope of Paving Work. The parties agree that Contractor shall furnish all hot asphalt and other bituminous products, supplies, labor, materials, equipment and apply hot asphalt materials in connection with a section of Town roadways identified in Section 2 Project Description and made a part of this Agreement. Contractor agrees to perform all work in accordance with the written specifications and in compliance with the published standards established by the Indiana Department of Transportation (INDOT) all of which are herein incorporated by reference. The Town's specifications are attached to and made a part of this Agreement. In the event there is any conflict between the Town’s specifications and those established by INDOT, the INDOT standards shall apply.

2. Project Description

INDOT Designation Number	2001293
Road Name	Fairview Avenue, Hyden Road, James Street, and Laymon Avenue
Estimated Cost	\$78,057.50

3. Contract Price.

The Contract Price is either based upon Unit Prices or a Fixed Price. Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to either Paragraph 3.01.A or 3.01.B (check appropriate box) below:

A. ☐ Unit Price:

For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the quantity of that item as indicated in this Paragraph 3.01.A:

Estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Contractor and Owner. The Contract Price to be paid is based upon actual quantities.

If actual quantities exceed estimate, Owner may supplement Contract Price with additional moneys to complete original scope of Work. Work will entitle Contractor to a change order for that Work. Owner reserves the right to remove Work from Contractor's scope in the event the cost of the Work will exceed the Contract Price in 3.01A.

[INSERT UNIT PRICE TABLE]

OR

B. ☒ Fixed Price:

Contractor agrees to perform all of the Work on the Project as required by the Contract Documents and comply with the terms therein in exchange for the sum of \$78,057.50 subject to additions or deletions by Change Orders. If the Owner's bid package requests unit prices be submitted, any increase in such separately identified item of Unit Price Work will entitle Contractor to a change order for that Work. Owner reserves the right to remove Work from Contractor's scope in the event the cost of the Work will exceed the Contract Price in 3.01B.

4. Payment. The Town shall make payment to the Contractor in one lump sum within Thirty (30) days after the following: (a) completion of the Projects ; (b) final acceptance of the Work ; (c) Contractor's furnishing the Town with satisfactory evidence that all payrolls, material bills, and other costs incurred by Contractor in connection with the Project have been paid in full; (d) and the submission of Contractor's claim in compliance with the procedures for payment of claims established by the Indiana State Board of Accounts. In accordance with I C 26-1-12-17, final payment to Contractor shall be made within One hundred twenty (120) days after final acceptance and completion of the Contract. Any provision hereof to the contrary notwithstanding, the Town shall not be obligated to make any payment the Contractor, and the Town may withhold such payment, if (a) Contractor is in default of any of its obligations hereunder or otherwise is in default under this Agreement or any of the contract documents; or (b) in the event any part of such payment is attributable to work which is faulty or defective or are not performed in accordance with this Agreement. As payment is made in one lump sum, no retainage shall be withheld.

5. Time of Performance. Contractor shall complete work on the projects no later than August 1, 2020. Once commenced, work shall proceed in a timely manner, without excessive interruptions or delay; provided, however, the completion date may be delayed by such factors as weather, natural disaster, and other such factors outside the control of Contractor. In the event Contractor fails to complete the Project in a timely manner, Contractor shall pay liquidated

damages in the sum of One Hundred Dollars (\$100.00) per day for each working day until completion.

6. Compliance with Laws. In the performance of the Work, the Contractor will comply with all applicable statutes, rules, regulations and orders of the United States, and of any state or political subdivision thereof, including, without limitation, laws and regulations pertaining to labor, wages, hours, occupational safety and health and other conditions of employment, and in compliance with the Fair Labor Standards Act and any other applicable labor law.

7. Traffic Control. As a part of Contractor's obligations under this Agreement, Contractor shall have full responsibility and provide all traffic control necessary for completion of the Project. In providing traffic control, Contractor shall comply with INDOT standards.

8. Safety. Contractor shall be responsible for the safety of employees at all times and shall provide all equipment to ensure their safety. Contractor shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state or local.

9. Project Representative. The Town shall provide a Project Representative who shall perform site visits throughout the completion of the Project. The Project Representative shall be entitled to verify temperatures of hot mix, the depth of the asphalt being laid, if applicable, the tonnages of asphalt being applied, and any other aspect of the Work that the Project Representative deems necessary and proper to verify compliance with the Project specifications. Contractor shall fully cooperate with the Project Representative. The Town reserves the right to issue a cease work order in the event Contractor fails to comply with the job specifications. Contractor shall notify the Town Highway Superintendent at least two (2) business days, excluding Fridays, prior to commencement of work on the Project. The Project Representative shall comply with all safety requirements with respect to dress as well as other matters that relate to job safety. The parties understand and agree that the presence of the Project Representative on the Project site in no way relieves Contractor from its responsibilities to comply with the terms of this Agreement or the liabilities it assumes as a part of this Agreement.

10. Insurance. Prior to commencement of the Work, Contractor shall provide to the Town proof of the following insurance coverage which certification shall name the Town as an additional insured:

- (a) A comprehensive general liability policy providing bodily injury coverage, including death, for not less than One Million Dollars [\$1,000,000.00] coverage as to each occurrence, One Million Dollars [\$1,000,000.00] aggregate, and Five Hundred Thousand Dollars [\$500,000.00] property damage;

- (b) A comprehensive automobile liability insurance in the minimum amount of Five Hundred Thousand Dollars (\$500,000.00); and
- (c) Workmen's Compensation and Occupational Disease insurance and such other employee benefit insurance as required by the laws of the State of Indiana.

11. Warranties. Contractor hereby warrants that all work undertaken by Contractor in connection with the Project shall be of a good, workmanlike quality, and Contractor herein agrees to protect the Town against any imperfections in the materials, equipment and workmanship which may be, or which may become apparent during the period of construction or application or which may develop within a period of One (1) year subsequent to the date of final acceptance of the Project by the Town. Contractor agrees that it shall, at its sole expense, remove, repair, or replace in whole or in part any such work or materials which may prove defective or unsuitable or which may show unreasonable deterioration within the warranty period, upon written demand and to the full satisfaction of the Town. In the event Contractor fails to fulfill its warranty obligations under this Paragraph to the satisfaction of the Town, the Town may, at its option, contract with third parties to correct the unsatisfactory work, and Contractor shall be liable to the Town for reimbursement of all such expenses incurred by the Town in order to fulfill the Contractor's warranty obligations, including any reasonable attorney fees and expenses. Failure of any portion of the work within one (1) year due to improper construction, materials of construction, or design may also result in a refund to Town of the purchase price of that portion which failed or may result in the forfeiture of Contractor's Performance Bond.

12. Performance Bond. Contractor shall provide Town with a Performance Bond in the amount of one hundred percent (100%) of the contract amount. Failure by Contractor to perform the work in a timely or satisfactory fashion may result in forfeiture of Contractor's Performance Bond. If the surety on any bond furnished by Contractor becomes a party to supervision, liquidation, or rehabilitation action pursuant Indiana Code 27-9 et seq. or its right to do business in the State of Indiana is terminated, Contractor shall, within thirty (30) calendar days thereafter, substitute another bond and surety, both of which must be acceptable to Town.

13. Indemnification. To the fullest extent permitted by applicable law, Contractor and its agents, partners, employees and representatives (collectively, "Indemnitors"), shall and do agree to indemnify, protect, defend and hold harmless the Town, the Town's representatives, officers, officials, employees and agents (collectively, "Indemnitees") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively, "Liabilities") of any person caused by the performance of the work required under this Agreement or any part thereof. This indemnity shall be in addition to any and all other liability which the Indemnitors have or may have to the

Indemnites or to third parties as a matter of law. Indemnitors also shall pay and reimburse Indemnites for any and all attorney fees incurred by Indemnites in connection with any litigation arising under this Agreement as a result of any breach or default by Indemnitors hereunder.

14. Default and Remedies. The Town reserves the right to cancel this Agreement in the event the Contractor fails to comply with all of the provisions set forth herein, which cancellation right shall be in addition to, and not in lieu of, all other rights and remedies of the Town against the Contractor as provided by law or as otherwise provided in this Agreement, all such rights and remedies of the Town being cumulative and none being exclusive of any other, and Contractor's liability for damages arising out of any such default hereunder shall survive any such cancellation of this Agreement. Upon such cancellation, the Town shall have no further liability or obligation whatsoever to Contractor. No delay or forbearance by the Town in enforcing any of its rights or remedies hereunder shall constitute a waiver thereof in any instance.

15. Attorney Fees; Costs. In the event either party breaches this Agreement, the non-breaching party may, in addition to any other remedies under this Contract, recover as damages all costs, expenses, and reasonable attorney fees incurred in the enforcement of this Agreement.

16. Employee Eligibility Verification. In the performance of the Work, the Contractor will comply with all applicable statutes, rules, regulations and orders of the United States, and of any state or political subdivision thereof, including, without limitation, laws and regulations pertaining to labor, wages, hours, occupational safety and health and other conditions of employment, and in compliance with the Fair Labor Standards Act and any other applicable labor law.

17. Non-Collusion Agreement. Contractor represents and warrants and the Town enters into this Agreement upon the express warranty of the Contractor that it has not, nor has any other member, representative, agent, or office of Contractor, or anyone employed or retained any company or person, to solicit or secure this Agreement; that it has not entered into or offered to enter into any combination, collusion, or agreement to receive or pay and that he had not received or paid, any fee, commission, percentage, or any other consideration, contingent upon or resulting from the award of and the execution of this Contract, excepting such consideration and subject to the terms and conditions expressed upon the face of the within Agreement. For a breach or violation of this warranty, the Town shall have the right to cancel this Agreement without liability, and to recover, at the election of the Town, any and alimonies or other consideration paid hereunder.

18. Conflict of Interest. Contractor represents and warrants that no principal, employee, representative or agent of Contractor has any past or present personal or business relationship with any member of the Spencer Town Board.

19. Anti-Discrimination.

- A. Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- B. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- C. Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contract or for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Town of Spencer or the Indiana Department of Transportation (INDOT) or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Town of Spencer, or the Indiana Department of Transportation or the Federal Highway Administration as appropriate and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Town of Spencer shall impose such contract sanctions as it or INDOT or FHWA may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to the contractor under the contract until the contractor complies, and/or

- ii. cancellation, termination or suspension of the contract, in whole or in part.

- F. **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.
- G. The contractor shall take such action with respect to any subcontractor procurement as the Town of Spencer or INDOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Town of Spencer to enter into such litigation to protect the interests of the Town of Spencer, and , in addition , the contractor may request the United States to enter into such litigation to protect the interests of the United States.

20. E-Verify. Pursuant to IC 22-5-1.7-1 1, Contractor affirms under the penalties for perjury that it does not knowingly employ an unauthorized alien. Contractor agrees to enroll in and verify the work eligibility status of all newly hired employees of Contractor through the E-Verify Program. Contractor understands that it is not required to verify the work eligibility status of all newly hired employees through the E-Verify program if the E- Verify program no longer exists. The Town may terminate this Agreement for default if Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the State of Indiana.

21. Certification of No Foreign Investments. Contractor herein certifies and affirms under penalties for perjury that: (a) the person signing this Agreement is a duly authorized officer, agent, or representative of Contractor; (b) that he or she has personal knowledge of the activities of Contractor with respect to its investment activities; (c) Contractor does not engage in investment activities in Iran , as that activity is defined in IC 5-22-1 6.5-1 et seq.; and Contractor acknowledges that that Owner is entering into this Agreement in reliance upon the representations made in this Certification.

22. Applicable Law. The laws of the State of Indiana shall govern the interpretation and enforcement of this Agreement.

23. Venue. The venue of any legal proceedings shall be Owen County, Indiana.

24. Entire Agreement. This Agreement consists of the following component part s, all of which are fully a part of this Agreement as if herein set out verbatim, or if not attached, as if attached hereto:

- A. 2020 Road Resurfacing Specifications

- B. Notice to Bidders
- C. Instructions to Bidders
- D. Notice to Proceed
- E. Notice of Award
- F. This Agreement
- G. Bid Proposal
- H. Contractor's Bid (including all attachments)
- I. Certificate of Insurance

The above documents constitute the entire agreement between the parties and shall not be modified or terminated except as provided herein or by a writing duly signed by both parties.

25. No Waiver. The Town's failure or delay in exercising any right or remedy hereunder shall not constitute a waiver or release thereof with respect to the continuation of any default or breach or any future default or breach by the Town. No waiver by either party of any default shall be effective unless such waiver is in writing.

26. Authority to Execute. The undersigned signatories hereby represent and warrant that they are duly authorized and empowered to enter into this Agreement for and on behalf of their respective parties.

27. Notices. Any notices required to be given under the terms of this Agreement shall be sent to:

Town: Spencer Town Board
c/o Town Clerk-Treasurer
90 N West Street
Spencer, Indiana 47460

With a copy to: Hickam & Lorenz, P.C.
PO Box 46
Spencer, IN 47460

Contractor: Milestone Contractors, L.P.
4755 West Arlington Rd
Bloomington IN 47404

DATED ____ day _____, 20____

SPENCER TOWN BOARD:

BY: _____
Michael Spinks, President

ATTEST: _____
Cheryl Moke, Spencer Town Clerk-Treasurer

CONTRACTOR:

BY: _____
Authorized, Officer or Agent

Printed Name

Phone Number

STATE OF INDIANA }
 } SS:
COUNTY OF _____ }

Before me, a Notary Public in and for said Town and State, personally appeared Michael Spinks and Cheryl Moke, in their official capacities of President and Secretary to the Spencer Town Board and acknowledged the execution of the foregoing, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and notarial Seal this ____ day of _____, 20 ____.

_____, Notary Public
Resident of _____ County, Indiana

My Commission Expires: _____

STATE OF INDIANA }
 } SS:
COUNTY OF _____ }

Before me, a Notary Public in and for said Town and State, personally appeared _____ and acknowledged the execution of the foregoing, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and notarial Seal this ____ day of _____, 20 ____.

_____, Notary Public
Resident of _____ County, Indiana

My Commission Expires: _____



PERFORMANCE BOND

CONTRACTOR (name and address):

SURETY (name and address of principal place of business):

OWNER (name and address):

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description (name and location):

BOND

Bond Number:

Date (not earlier than the Effective Date of the Agreement of the Construction Contract):

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature (attach power of attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner

and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including

allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

CONTRACTOR'S CERTIFICATE OF INSURANCE

This certifies to the addressee shown below that the following described policies, subject to their terms, conditions and exclusions have been issued to:

NAME AND ADDRESS OF INSURED: _____

COVERING (show project name and location) _____

ADDRESSEE: TOWN OF SPENCER _____ DATE: _____

TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS	
1. General Liability a. Bodily Injury Including Personal Injury				Each Person-Premises and Operations	\$
				Each Person-Elevators	\$
				Each Person-Independent Contractor	\$
				Each Person-Products Completed Including Operations	\$
				Each Person-Contractual	\$
				Each Occurrence	\$
				Aggregate- Products Completed Including Operations	\$
b. Property Damage				Each Person-Premises and Operations	\$
				Each Person-Elevators	\$
				Each Person-Independent Contractor	\$
				Each Person-Products Completed Including Operations	\$
				Each Person-Contractual	\$
				Each Occurrence	\$
				Aggregate- Products Completed Including Operations	\$
2. Automobile Liability a. Bodily Injury b. Property Damage				Each Person	\$
				Each Occurrence	\$
				Each Accident	\$
3. Excess Liability Umbrella					\$
4. a. Workmen's Compensation b. Employer's Liability				Statutory Workmen's Compensation	\$
				One Accident and Aggregate Disease	\$
5. Builder's Risk					\$

UNDER GENERAL LIABILITY POLICY OR POLICIES

YES NO

1. Does Property Damage Liability Insurance shown include coverage for XC and U hazards?..... _____
2. Is Occurrence Basis Coverage provided under Property Damage Liability?..... _____
3. Is Broad Form Property Damage Coverage provided for this Project?..... _____
4. Is Personal Injury Coverage Included?..... _____
5. Is coverage provided for Contractual Liability (including indemnification provision) assumed by insured?..... _____

UNDER AUTOMOBILE LIABILITY POLICY OR POLICIES

1. Does coverage shown above apply to non-owned and hired automobiles?..... _____
2. Is Occurrence Basis Coverage provided under Property Damage Liability?..... _____

In the event of cancellation, fifteen (15) days written notice shall be given to the party to whom this certificate is addressed.

(NAME OF INSURANCE COMPANY)

(ADDRESS)

(SIGNATURE OF AUTHORIZED REPRESENTATIVE)